

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ABANTE ROOTER AND PLUMBING, INC.,  
individually and on behalf of all other  
similarly situated ,

Plaintiffs,

-against-

NEW YORK LIFE INSURANCE COMPANY,

Defendant.

-----X

1114 Avenue of the Americas  
New York, New York

January 6, 2017  
10:00 a.m.

EXAMINATION BEFORE TRIAL OF NEW  
YORK LIFE INSURANCE COMPANY, a DEFENDANT  
in the above-entitled action, BY  
CHRISTOPHER TEBEAU, held at the above  
time and place, taken before a Notary  
Public of the State of New York, pursuant  
to Court Order and stipulations between  
Counsel.

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A P P E A R A N C E S:

BRODERICK & PARONICH, P.C.

Attorneys for Plaintiffs  
99 High Street  
Suite 304  
Boston, Massachusetts 02110

BY: ANTHONY PARONICH, ESQ.

SUTHERLAND ASBILL & BRENNAN, LLP.

Attorneys for Defendant  
1114 Avenue of Americas  
New York, New York 10036

BY: LEWIS S. WIENER, ESQ.

ALSO PRESENT:

JEREMY N. KLATELL  
Associate General Counsel  
New York Life Company

\* \* \*

### S T I P U L A T I O N S

IT IS STIPULATED AND AGREED by and between the attorneys for the respective parties herein, and in compliance with Rule 221 of the Uniform Rules for the Trial Courts:

THAT the parties recognize the provision of Rule 3115 subdivision (b), (c) and/or (d). All objections made at a deposition shall be noted by the officer before whom the deposition is taken, and the answer shall be given and the deposition shall proceed subject to the objections and to the right of a person to apply for appropriate relief pursuant to Article 31 of the CPLR.

THAT every objection raised during a deposition shall be stated succinctly and framed so as not to suggest an answer to the deponent and, at the request of the questioning attorney shall include a clear statement as to any defect in form or other basis of error or irregularity. Except to the extent permitted by CPLR Rule 3115 or by this rule, during the course of the examination persons in attendance shall not make statements or comments that interfere with the questioning.

THAT a deponent shall answer all questions at a deposition, except (i) to preserve a privilege or right of

1 4  
2 limitation set forth in an order of a  
3 court or (iii) when the question is  
4 plainly improper and would, if answered,  
5 cause significant prejudice to any  
6 person. An attorney shall not direct a  
7 deponent not to answer except as provided  
8 in CPLR Rule 3115 or this subdivision.  
9 Any refusal to answer or direction not to  
10 answer shall be accompanied by a succinct  
11 and clear statement of the basis  
12 therefore. If the deponent does not  
13 answer a question the examining party  
14 shall have the right to complete the  
15 remainder of the deposition.

16 THAT an attorney shall not interrupt  
17 the deposition for the purpose of  
18 communicating with the deponent unless  
19 all parties consent or the communication  
20 is made for the purpose of determining  
21 whether the question should not be  
22 answered on the grounds set forth in  
23 Section 221.2 of these rules and, in such  
24 event, the reason for the communication  
25 shall be stated for the record succinctly  
and clearly.

18 THAT failure to object to any  
19 question or move to strike any testimony  
20 at this examination shall not be a bar or  
21 waiver to make such objection or motion  
22 at the time of the trial of this action  
23 and is hereby reserved; and

24 THAT this examination may be signed  
25 and sworn to by the witness examined  
herein before any Notary Public, but  
failure to do so or to return the  
original of the examination to the  
attorney on whose behalf the examination

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5

2 the rights provided by Rules 3116 and  
3 3117 of the CPLR, and shall be controlled  
4 thereby, and

5 THAT certification and filing of the  
6 original of this examination are waived;  
7 and

8

9 THAT the questioning attorney shall  
10 provide counsel for the witness examined  
11 herein with a copy of this examination at  
12 no charge.

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2 C H R I S T O P H E R T E B E A U,  
3 having first been duly sworn by a Notary  
4 Public, was examined and testified as  
5 follows:

6  
7 EXAMINATION BY  
8 THE REPORTER:

9  
10 Q. Please state your name for  
11 the record.

12 A. Christopher Tebeau.

13 Q. Please state your address for  
14 the record.

15 A. One Rockwood Road, Sleepy  
16 Hollow, New York 10591

17  
18 EXAMINATION BY  
19 MR. PARONICH:

20 Q. Mr. Tebeau, we are on the  
21 record.

22 MR. PARONICH: As I  
23 discussed with my opposing  
24 counsel, we are going to keep  
25 all objections other than those

1 C. Tebeau

7

2 as to form reserved until  
3 trial.

4 Are we in agreement,  
5 Lou?

6 MR. WIENER: We are.

7 Q. Mr. Tebeau, have you ever  
8 given a deposition before?

9 A. I have.

10 Q. Okay. Great. I will skip  
11 some of the ground rules and keep the  
12 others in.

13 As you heard, my name is Anthony  
14 Paronich. I am one of the attorneys  
15 working for the plaintiff on this case.

16 With the deposition the court  
17 reporter takes down everything we say.  
18 So in typical conversation I have a bad  
19 habit of interrupting people, because I  
20 always assume I know what they are going  
21 to say. Here, we will just be here  
22 longer if you do, so if you could try to  
23 wait until I finish my question before  
24 you answer I would appreciate it.

25 A. Okay.

1 C. Tebeau 8

2 Q. Perfect. I think you are  
3 going to understand a lot of what I ask  
4 today. If at any time you don't it is  
5 okay to say so. The issue with  
6 developing a record is that it is hard to  
7 think -- to say later you don't  
8 understand the question if you don't say  
9 it. If you are close, let us know and we  
10 will work through it. Fair enough?

11 A. Fair enough.

12 Q. Are you on any medications or  
13 imbibed in any way that would prevent you  
14 from giving truthful testimony today?

15 A. No, no.

16 Q. Another ground rule that I  
17 personally like to go over because I  
18 think it is important is, there wouldn't  
19 be anything that we cover today that even  
20 if it is responsive to my question I want  
21 to know about a conversation you had with  
22 Lou or Jeremy.

23 A. Okay.

24 Q. So just to the extent that  
25 something I ask would be inclusive of



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2 that, push it to the side.

3 Another important thing is you  
4 can take -- we aren't going to be here  
5 that long -- you can take a break any  
6 time. The only caveat is if I have a  
7 question we like to do our best to have  
8 you answer that question then we take a  
9 break. Is that all right?

10 A. Okay.

11 MR. WIENER: I assume  
12 you did not intend to limit the  
13 attorney/client privilege to  
14 any conversations that the  
15 witness may have had with  
16 myself or Mr. Klatell, but any  
17 attorneys that he may have had  
18 in connection with this case.

19 MR. PARONICH: Of  
20 course. I was just trying to  
21 provide some context.

22 A. Yes.

23 Q. So, Mr. Tebeau, do you  
24 understand that today you are here to  
25 testify in a corporate capacity on behalf

1 C. Tebeau 10  
2 of New York Life?

3 A. I do.

4 MR. PARONICH: The  
5 first exhibit, please.

6 (Whereupon, a Deposition Notice  
7 was received and marked as Plaintiff's  
8 Exhibit 1 for identification as of this  
9 date, by the reporter.)

10 Q. The court reporter has just  
11 marked as Exhibit 1 a document. Have you  
12 seen this document before?

13 A. I have.

14 Q. So this is the Deposition  
15 Notice issued by the plaintiff. I would  
16 ask that you turn to the second page. At  
17 the bottom of that page it starts a list  
18 of various topics. I would like to just  
19 make sure that you are here. If you  
20 could please review topic one on the  
21 third page, two, three, four and confirm  
22 that you are hereto testify about all of  
23 those topics. Please take as much time  
24 as you need.

25 A. Yes, I am.

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2 Q. I am going to ask you some  
3 question related to the topics, but first  
4 I would like some background about  
5 yourself and how you got to New York  
6 Life. Could you give me your educational  
7 background starting with any high school  
8 you completed?

9 A. Sure. I completed high  
10 school it is called Berner High School in  
11 Massapequa, New York. I graduated from  
12 Villa Nova University. I don't know if  
13 you need to know degrees.

14 Q. Sure.

15 A. Yes, Bachelor of Science in  
16 accounting and minor in computer science  
17 and then I subsequently graduated from  
18 Brooklyn Law School.

19 Q. Okay. Great.

20 Was New York Life your first job  
21 out of law school?

22 A. Actually I started in New  
23 York Life before I went to law school. I  
24 went to law school at night when I was  
25 employed at New York Life.

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2 Q. When did you start at New  
3 York Life?

4 A. June of 1988.

5 Q. What was your first position  
6 at New York Life?

7 A. I believe it was called  
8 assistant auditor, basically in a  
9 training program in the auditing  
10 department.

11 Q. Just to provide some context  
12 for me, in 1988 were you in college or  
13 was that after college?

14 A. It was right after I  
15 graduated college.

16 Q. At the 10,000 foot view, if  
17 you wouldn't mind, could you let me know  
18 what an auditor does?

19 A. Yes, our auditing department  
20 basically we would go visit different  
21 areas of the department and either do  
22 operational or financial audits,  
23 basically report to the company looking  
24 for -- to ensure controls are adequate to  
25 protect the company, things like that.

1 C. Tebeau 13

2 Q. I understand. Thank you.

3 What was your next position with  
4 the company?

5 A. Okay. Audit -- I had a  
6 couple of different, you know,  
7 promotions. The next department I was in  
8 was the corporate compliance  
9 department.

10 Q. Just to try to be as  
11 efficient as possible, you mentioned you  
12 had a couple of promotions while you were  
13 an auditor, did your responsibilities  
14 change with those promotions?

15 A. Not dramatically, just  
16 overseeing people, but you are still  
17 conducting audits.

18 Q. I understand. I am happy to  
19 move to the next position then.

20 What would your day-to-day  
21 responsibilities be in corporate  
22 compliance?

23 A. My primary role in -- our  
24 division was called field review, so  
25 basically what we did was visit our

1 C. Tebeau 14

2 general offices around the county and do  
3 compliance and supervisory audits  
4 effectively.

5 Q. Did you say "our general  
6 offices"?

7 A. They are called general  
8 offices, GO.

9 Q. Sorry, for the uninitiated  
10 what does that mean?

11 A. Yes, general office we have  
12 roughly 120 or so of them around the  
13 county. That is a, you know, a brick and  
14 mortar building where a local management  
15 team has offices, desks and they recruit  
16 agents into, sometimes agents are housed  
17 there, sometimes not, but it is sort of  
18 the New York Life flagship in that  
19 particular town.

20 Q. Understand. Thank you.

21 Do you remember what year you  
22 started with the corporate compliance  
23 department?

24 A. I believe it was '97, '96 or  
25 '97.

1 C. Tebeau 15

2 Q. I am sure you had a lot of  
3 different responsibilities in that  
4 office, but did one of them relate to  
5 compliance with state and federal  
6 telemarketing laws?

7 A. I don't think at the time we  
8 specifically covered that.

9 Q. So when you would go to the  
10 different GOs would your compliance  
11 efforts be focused on the actions that  
12 the agents themselves were taking with  
13 respect to trying to generate new  
14 business?

15 MR. WIENER: Objection  
16 to the form.

17 You could answer.

18 A. Yeah, I am not sure I  
19 completely understand the question. Our  
20 audits would be basically looking at  
21 procedures that were in place in the  
22 offices to confirm compliance with, you  
23 know, both internal and external rules  
24 and regulations.

25 Q. I understand.

1 C. Tebeau 16

2 A. Yeah, I am not sure how much  
3 detail you want to get into.

4 Q. That answers my question.

5 With respect to -- I understand  
6 you are looking at both internal and  
7 external regulations. I am trying to  
8 narrow down on the who you were looking  
9 at.

10 A. Right.

11 Q. Are those New York Life  
12 agents?

13 A. Yeah, the visits we would  
14 interview more employees although those  
15 visits would also include some sampling  
16 of meetings with agents.

17 Q. Understood. Thank you.

18 Did you move to a different  
19 department outside of compliance after  
20 that?

21 A. Yes, the department I am  
22 currently in is agency, yeah.

23 Q. When did you move to  
24 agency?

25 A. You know, I think it was



1 C. Tebeau 17

2 2000. It could have been '99, '99,  
3 2000.

4 Q. So your memory is you were in  
5 corporate compliance for a few years?

6 A. Yes, seven, eight years,  
7 yes.

8 Q. The department you said is  
9 agency; is that correct?

10 A. Agency department and the  
11 division is agency standards.

12 Q. Agency standards, I am  
13 sorry?

14 A. Yes, that is the division.

15 Q. What was your position when  
16 you started with agency standards?

17 A. I believe I joined agency  
18 standards and the title was director. So  
19 then director, assistant vice-president  
20 and currently corporate vice-president.

21 Q. Just to cross this last T,  
22 wherein this time line did you attend  
23 Brooklyn Law School?

24 A. That was when I was still in  
25 audit. I started in 1990, I graduated in

1 C. Tebeau 18

2 '94.

3 Q. Thank you.

4 So when you were a director of  
5 agency standards could you explain to me  
6 your responsibilities of that position?

7 A. Sure. The -- I am trying to  
8 think -- day-to-day our overall role it  
9 is supporting the field in the  
10 supervision of agents and registered  
11 reps, so there are, you know,  
12 interactions, communications with  
13 standards people in the field, but also  
14 some functions that we perform  
15 independently of the field. It is just  
16 difficult to think that far back to what  
17 specific functions. One, for example,  
18 would have been e-mail monitoring, so we  
19 did some of that. We were responsible  
20 for supervision of e-mail.

21 Q. When you say "e-mail  
22 monitoring", are those e-mails that the  
23 agents would send to perspective  
24 clients?

25 A. Yes.

1 C. Tebeau 19

2 Q. Was there any similar  
3 monitoring that you did with respect to  
4 telemarketing of agents?

5 A. No.

6 Q. Your next promotion in the  
7 agency standards department was the  
8 vice-president; is that correct?

9 A. Assistant vice-president.

10 Q. How did your role change when  
11 you took that position?

12 A. Really it is more a matter of  
13 reporting responsibilities. I think a  
14 couple of direct reports, more  
15 flexibility, you know, a manager leaning  
16 on me more on a day to day, but I don't  
17 think functionally anything dramatically  
18 different.

19 Q. I will focus on the function.  
20 After your assistant  
21 vice-president position was  
22 vice-president?

23 A. No, I am still not  
24 vice-president. Corporate vice-president  
25 is what I am. Vice-president is one

1 C. Tebeau 20

2 level above corporate.

3 Q. Your next promotion?

4 A. Is corporate vice-president,  
5 yes.

6 Q. As corporate vice-president  
7 did your day-to-day job responsibilities  
8 change?

9 A. Not dramatically. You know,  
10 there are more functions that I am  
11 involved in in terms of interacting with  
12 the field, in terms of communications  
13 with the field, you know, TCPA is one of  
14 them, some communications have gone out  
15 in my name, but, yes, standards is -- it  
16 is a wide range scope of  
17 responsibilities, so yeah, you almost  
18 have to be a jack of all trades in a lot  
19 of things.

20 Q. I understand. Thank you.

21 I want to, Mr. Tebeau, could you  
22 turn to the document start was the  
23 30(b)(6) topics. I got a little review  
24 of it at the end there. Could you  
25 explain to me how your job in the agency

1 C. Tebeau 21

2 standards department would relate to  
3 ensuring TCPA compliance?

4 A. Sure.

5 MR. WIENER: Mr. Paronich, I  
6 want to be sure, we are now  
7 getting into, number one, on this  
8 I am trying to tie your question  
9 as we get more specific to the  
10 30(b)(6) topics the witness has  
11 been designated to testify about.

12 MR. PARONICH: Correct.

13 A. Okay. So my specific efforts  
14 to ensure TCPA compliance?

15 Q. Please.

16 A. Yeah, there is a number of  
17 them. There is a couple of different  
18 ways to start. One of them was, you  
19 know, producing communications to the  
20 field, to make them aware that the rules  
21 are out there, what the expectations are  
22 for them to comply, and also the tools  
23 available to them to facilitate  
24 compliance. This is certainly one of  
25 them. Those communications, as I think

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2 you have seen in the exhibits, Field News  
3 and also e-mail blasts that put out  
4 periodically, again to remind the field  
5 of what the rules are, what the law is,  
6 what the expectations are, and also link  
7 them, provide them a link to more  
8 detailed information that is available to  
9 them on what we call agency portal,  
10 basically a website, series of websites  
11 that the field has access to.

12 Q. We will get into agency  
13 portal for a little later. Thank you for  
14 your answer.

15 I will ask about the second topic  
16 which is on page three. Actually, I am  
17 sorry, before we leave that first topic.  
18 Other than speaking to your attorneys did  
19 you speak to any employees of New York  
20 Life to prepare to testify about topic  
21 one today?

22 A. I didn't. I have normal  
23 ongoing topics with people that cover  
24 this, but nothing specifically to prepare  
25 for this.

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2 Q. Understood.

3 I am going to ask you the same  
4 question with respect to topic two, which  
5 is "All communications and any business  
6 relationship between you and  
7 LiveTransfers.com". In advance of this  
8 deposition did you speak to anyone other  
9 than your attorneys about that?

10 A. No.

11 MR. WIENER: Objection  
12 to the form of the question to  
13 the extent that you is not a  
14 defined term. I want to be  
15 sure that when we talk about  
16 you, you are referring to New  
17 York Life.

18 MR. PARONICH: Yeah,  
19 that is fair enough. I won't  
20 rephrase.

21 A. No, no, New York Life had no  
22 relationship with LiveTransfers.

23 Q. How do you pronounce the  
24 name?

25 A. Hariri.

1 C. Tebeau 24

2 Q. So I am going to try with  
3 Mr. Hariri.

4 A. Yes, okay.

5 Q. The third topic is "Bardia  
6 Hariri's, and other provisional  
7 employees, job responsibilities of New  
8 York Life". As someone in the agency  
9 standards field for over ten years you  
10 have a pretty good foundation of  
11 knowledge?

12 A. I do.

13 MR. WIENER: Objection  
14 to the form.

15 MR. PARONICH: It was a  
16 poor question. I would have  
17 withdrawn it if I actually  
18 cared.

19 Q. My question is: Did you  
20 speak to anyone else at the company about  
21 topic three other than your attorneys  
22 preparing for the deposition?

23 A. No.

24 Q. Is that because your job  
25 responsibilities at New York Life gave



1 C. Tebeau 25

2 you intimate knowledge of this topic?

3 A. It does, yes.

4 Q. So the last topic,

5 Mr. Tebeau, we're going to discuss today

6 is number four which is "your efforts to

7 take" -- your meaning New York Life,

8 efforts -- "to take any remedial steps to

9 ensure that the allegation of the

10 Plaintiff's Complaint do not occur

11 again".

12 A. Okay.

13 Q. You are also here to testify

14 about that topic; is that correct?

15 A. I am.

16 Q. Other than conversations with

17 your attorneys have you spoken to any New

18 York Life employees about those remedial

19 steps?

20 A. About actually executing the

21 steps?

22 Q. Yes.

23 A. Yes, there have been other

24 New York Life employees involved in

25 executing those steps, yes.

1 C. Tebeau 26

2 Q. We will get into exactly what  
3 those conversations were potentially a  
4 little later.

5 A. Okay.

6 Q. I would like to know the  
7 names of the employees if you can  
8 remember them.

9 A. Sure. My direct boss Sandra  
10 Gill.

11 Q. Is that G-I-L-L?

12 A. G-I-L-L, yes. I have a  
13 gentleman that reports to me, Michael  
14 Boubert, B-O-U-B-E-R-T, and, you know,  
15 Sandra's boss, Gerard Rocchi is a senior  
16 vice-president. We had conversations  
17 about remedial steps that would be  
18 appropriate.

19 Q. So we are done with that  
20 exhibit for the time being.

21 So with respect to New York  
22 Life's business practices -- so I make  
23 sure I use the right terminology so we  
24 have a clean record -- is there a  
25 difference between agent and provisional

1 C. Tebeau

27

2 employees?

3 A. Well, I think the provisional  
4 employee that you are talking about it is  
5 they are an agent at the same time, but  
6 there are different sort of categories of  
7 agents. One of which is a provisional  
8 employee and others which are not.

9 Q. It would be helpful to me if  
10 you know, if you could explain the  
11 different levels of agent.

12 A. Sure, the provisional  
13 employee that you are referring to that  
14 we refer to as PTAS agent it is basically  
15 a part-time agent. Probably easiest way  
16 to explain that it is someone who is  
17 considering becoming an agent and they  
18 come on as basically a part time. They  
19 are not committed to this being their  
20 sole job. They can attend classes, learn  
21 about the provisions, I would say they  
22 need to be licensed. They would be able  
23 to sell, but they are not full time and  
24 there are some commitments that come with  
25 going full time that they would have to

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2 make before graduating. I will call it  
3 graduating from that part-time contract  
4 to a full-time agent contract.

5 Q. What was the word you used,  
6 PTAS?

7 A. PTAS.

8 Q. Okay. Does every new New  
9 York Life agent start as a PTAS?

10 A. Everyone who is new to the  
11 business. Like somebody who is just  
12 coming into the insurance industry, yes,  
13 they would start as a PTAS.

14 Q. That I understand. I would  
15 like to before we move onto the next  
16 level of agent I would like to kind of  
17 finish covering the PTAS.

18 A. Okay.

19 Q. Which is -- assume I have an  
20 insurance license but I want to approach  
21 the insurance business with New York  
22 Life, do I fill out an application on the  
23 website or how do I begin?

24 A. Typically you might respond  
25 to an ad, you might walk into an office,

1 C. Tebeau 29  
2 there would be an interview process, like  
3 most jobs. As I understand it there  
4 would be two, three, four interviews to  
5 between a manager and an agent candidate  
6 to help ensure this is a right fit, but,  
7 yes, it would be an interview process  
8 like most other jobs.

9 Q. Understood.

10 So then New York Life receives  
11 the application of the individual, what  
12 happens next?

13 A. Okay. So if a local office  
14 wishes to hire a candidate there are --  
15 we call them hiring guidelines. It is  
16 different levels of approval that would  
17 be required in order for someone to be  
18 hired as an agent. Again, those would  
19 depend on if there is a criminal history,  
20 regulatory history, financial issues, and  
21 different levels of approval. For  
22 example, a local office could approach  
23 certain candidates, the managing partner,  
24 the person in charge of that office,  
25 could approve some contracts, some

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2 contracts would require that person's  
3 approval plus the approval of someone at  
4 what we call zone offices. The last  
5 level would require both of those sets of  
6 approvals and a third level of approval  
7 which is at the home office.

8 Q. I understood that. Okay.  
9 Thanks. So the approval occurs --

10 A. Okay.

11 Q. -- what happens next for the  
12 PTAS employee?

13 A. Okay. So they're approved,  
14 they would already be licensed. It is  
15 kind of a requirement coming in. They  
16 would be -- yeah, it is difficult to say  
17 specifically. They would have access  
18 to -- they would be presented training on  
19 any number of topics through what we call  
20 NYLIC University.

21 Q. I apologize for interrupting  
22 you. I am glad you mentioned that. That  
23 is what I wanted to cover next.

24 A. Okay.

25 Q. Is it New York Life

1 C. Tebeau 31

2 University you said?

3 A. Yes, NYLIC University.

4 Q. Is it only PTAS employees  
5 that attend NYLIC University?

6 A. No.

7 Q. I now understand how the PTAS  
8 employees get there. Could you please  
9 explain to me how other employees would  
10 get there?

11 A. Well, PTAS agent becomes a  
12 TAS agent, right, so they become a part  
13 time -- by producing a threshold amount  
14 of business and by giving up any  
15 conflicting outside business activities,  
16 you know, for the most part that is a  
17 formality, but what happens when they, I  
18 will say graduate from PTAS to TAS, is  
19 they then become eligible to be paid on  
20 top of commissions training allowance.

21 So no real difference in terms of  
22 what their day-to-day responsibilities  
23 are. They just have to give up outside  
24 business activities in exchange for  
25 training allowance. That is just a

1 C. Tebeau 32

2 requirement of the contract that has been  
3 filed with the various states.

4 Q. So I understand that. So  
5 thank you.

6 So in the NYLIC University there  
7 could be some PTAS employees and some TAS  
8 employees, correct?

9 A. That's correct.

10 Q. Are there any other kind of  
11 employees?

12 A. I will strike that.

13 Q. Are there any other kind of  
14 employees at NYLIC University?

15 A. There could be other agents  
16 that are recruited in -- that have  
17 experience in the industry, so they  
18 wouldn't typically go through the same  
19 kinds of classes they would have access  
20 to it.

21 Q. So now I would like to circle  
22 back to NYLIC University and talk about  
23 what goes on there a little bit. How  
24 long is the university?

25 A. The -- yeah, it is made up of



1 C. Tebeau 33

2 modules they are designed to span the  
3 entire three year TAS period. Certainly  
4 some are the more basic that would be  
5 covered in the first six to 12 months.  
6 Then there are more advanced topics that  
7 would be covered later on.

8 Q. So when you say module, do  
9 you mean a computer training program that  
10 each individual takes?

11 A. There is both. A lot of the  
12 modules are in person, a trainer in the  
13 office sits down in a training room with  
14 agents and walks through material that  
15 has been created for that purpose.

16 Q. Understood.

17 Those trainers that you mentioned  
18 that could be giving the training at  
19 NYLIC University are those also New York  
20 Life employees?

21 A. They are.

22 Q. Are any of those modules  
23 related to telemarketing restrictions?

24 A. Yes.

25 MR. WIENER: Objection

1 C. Tebeau 34

2 to the form.

3 You can go ahead and  
4 answer.

5 A. There are modules that cover  
6 telemarketing.

7 Q. Do you know if those modules  
8 related to telemarketing have specific  
9 names?

10 MR. WIENER: Objection  
11 to the form.

12 A. Yeah, I don't know the  
13 specific title of the module.

14 Q. Okay. So just to be clear,  
15 did you understand my question but you  
16 don't know the name of the --

17 A. Right, I don't know the name  
18 of the module in which TCPA is covered.

19 MR. WIENER: The basis  
20 of my objection to form is the  
21 term "telemarketing". It is a  
22 very broad topic. It is not  
23 clear to me what you mean by  
24 telemarketing. So it is a form  
25 objection, because I think your

1 C. Tebeau 35

2 question is vague and  
3 ambiguous.

4 MR. PARONICH: Okay.

5 MR. WIENER: You may  
6 want to clarify that for  
7 purposes of the deposition.

8 MR. PARONICH: I think  
9 I am okay with it. I think he  
10 understood what I meant and I  
11 don't think it is vague.

12 Q. Can a PTAS employee make  
13 outbound telephone calls to try to  
14 solicit new business for New York Life?

15 A. Yes.

16 Q. Can a TAS employee try to  
17 make outbound telephone calls to solicit  
18 business to New York Life?

19 A. Yes.

20 Q. Are there any privileges with  
21 respect to outbound telephone calls only  
22 that a TAS agent has but the PTAS agent  
23 does not have?

24 A. No.

25 Q. You mentioned earlier that

1 C. Tebeau 36

2 the TAS time period is three years?

3 A. Yes.

4 Q. What -- sorry to make the  
5 sharp left turn here -- what comes next  
6 in terms of level of agents?

7 A. After three years of TAS they  
8 become what is called an established  
9 agent.

10 Q. Is part of becoming an  
11 established agent having graduated from  
12 NYLIC University?

13 A. That is part of it.

14 Q. There is also the three-year  
15 period, correct?

16 A. The three years you are not  
17 entitled to training allowance any more  
18 just based on the terms of the contract.  
19 You become established and some of the  
20 restrictions, because you are no longer  
21 getting training allowance, get a little  
22 bit more flexibility.

23 Q. Understood.

24 So if a TAS employee wants to  
25 make outbound telephone calls to generate

1 C. Tebeau 37

2 new business are there any prior approval  
3 steps that that individual needs to take  
4 with New York Life to start that?

5 MR. WIENER: Objection  
6 to the form.

7 You could go ahead and  
8 answer.

9 A. I am not sure I completely  
10 understand it. There is training that  
11 they have access to. Each PTAS and TAS  
12 agent would also be given access to or  
13 given a password to a system called  
14 Gryphon, G-R-Y-P-H-O-N, and basically  
15 that is a system designed to ensure that,  
16 that they are in complies with TCPA.

17 Q. Understood. Thank you. It  
18 is what I was trying to get at.

19 So the Gryphon system each -- do  
20 PTAS agents also have credentials for  
21 that system?

22 A. They do.

23 Q. Would it be a violation of  
24 their contract for a New York Life agent  
25 to try to make outbound telephone calls

1 C. Tebeau 38

2 not using the Gryphon system?

3 A. It would be.

4 MR. WIENER: Objection  
5 to the form of the question.

6 You can go ahead and  
7 answer.

8 A. It would be unless they have  
9 a clear exception under TCPA.

10 Q. So, like I said, we do  
11 understand what the Gryphon system is, am  
12 I correct, it is a system developed by a  
13 third party not New York Life; is that  
14 correct?

15 A. That's correct.

16 Q. Could you please give me an  
17 overview of what New York Life employee  
18 would need to do if they wanted to start  
19 dialing on the Gryphon system?

20 A. Sure. They are granted a --  
21 they would all have an 800 number to dial  
22 into then each agent is given a code, it  
23 is a four, six digit code. When they put  
24 that code in, the system knows it is them  
25 and then they can go and dial whatever

1 C. Tebeau 39  
2 number they are looking to dial. Gryphon  
3 is set up to block numbers that are on  
4 federal, state or internal do not call  
5 lists.

6 Q. So I understand that and I  
7 understand how the Gryphon system would  
8 work, so thank you.

9 Does New York Life share outside  
10 of the Gryphon system with PTAS or TAS  
11 employees and internal do not call list?

12 A. There is -- there is a place  
13 on agency portal where they can type in a  
14 number, a phone number, and see it is on  
15 a list.

16 Q. Not to belabor the point, but  
17 New York Life does maintain a list of  
18 individuals who had previously asked not  
19 to be solicited?

20 A. Absolutely, yes, yes.

21 Q. If an individual is using the  
22 Gryphon system and makes a outbound  
23 telephone call to try to generate new  
24 business and on that call an individual  
25 says "I would no longer like to be

1 C. Tebeau 40

2 contacted", is there is a process in  
3 place to add an individual to the do not  
4 call list?

5 A. Yes.

6 Q. Could you explain that to me,  
7 please?

8 A. There are two different  
9 options. There is a number that the  
10 agent can hit during that call that would  
11 enable for that to happen automatically,  
12 or the agent has access on agency portal  
13 to go in and to put that number in the  
14 system.

15 Q. Understood. Thank you.

16 Mr. Tebeau, I would like to next  
17 talk about the agents and their directive  
18 with respect to generating new business.

19 A. Okay.

20 Q. Are there any parameters  
21 given to new agents with respect to new  
22 business?

23 MR. WIENER: Objection.

24 Mr. Paronich, could you  
25 tell me which of the four items



1 C. Tebeau 41

2 this relates to?

3 MR. PARONICH: Sure, I  
4 sure can.

5 MR. WIENER: I want to  
6 be sure.

7 MR. PARONICH: So my  
8 line of questioning here which  
9 is very short is with respect  
10 to New York Life taking steps  
11 to ensure TCPA compliance it  
12 would include giving  
13 individuals, heres a guideline  
14 of what you can sign up, but it  
15 is not unfair objection and I  
16 will spend about three minutes  
17 on it.

18 Q. So I would be happy to  
19 rephrase or reask the question.

20 A. If you wouldn't mind.

21 Q. No problem at all.

22 So New York Life agents they  
23 wanted to generate new business of  
24 course?

25 A. Um-hum.

1 C. Tebeau 42

2 Q. Do they have income or  
3 geographic parameters that they are given  
4 to generate new business?

5 MR. WIENER: Objection  
6 to the form of the question as  
7 being outside of the scope.

8 Go ahead and you can  
9 answer it.

10 A. Yeah, there is no geographic  
11 limits other than, you know, if you are  
12 an agent licensed in certain state you  
13 can only solicit within those states.  
14 Agents do have production minimums. We  
15 mentioned the PTAS agent earlier. He or  
16 she has a threshold level of commissions  
17 they need to earn in order to graduate to  
18 TAS and then within TAS there is an  
19 ongoing minimum level of production that  
20 is required to maintain the contract.

21 Q. Understood. Thank you.

22 Earlier in the deposition you had  
23 mentioned that an agent needed to log on  
24 to the Gryphon system to do solicitation  
25 unless it was a clear TCPA exception; is

1 C. Tebeau 43

2 that correct?

3 A. That is correct.

4 Q. So is one of those clear TCPA  
5 exceptions customer service  
6 responsibilities that an agency might  
7 have?

8 A. Yes, an existing customer,  
9 yes.

10 Q. When you give that testimony  
11 earlier, I will add assumed you were  
12 talking about that instance, are there  
13 any other clear exceptions that you were  
14 thinking of?

15 A. No, no, that is the main  
16 one.

17 Q. So when an agent brings in  
18 new business is there a vetting process  
19 at New York Life to confirm that that  
20 customer generated came to New York Life  
21 through a lawful process?

22 MR. WIENER: Objection  
23 to the form of the question.  
24 It is a form as it is also  
25 outside of the scope.

1 C. Tebeau 44

2 MR. PARONICH: I don't  
3 think it is outside of the  
4 scope. I would believe it  
5 would relate to New York Life's  
6 efforts to ensure TCPA  
7 compliance where if a new  
8 customer is coming into the  
9 office is there or is there not  
10 a process in place to make sure  
11 they weren't unlawfully  
12 solicited.

13 MR. WIENER: Thank you.  
14 That isn't the question that  
15 you asked. I think that makes  
16 it clearer for the witness.

17 MR. PARONICH: Then I  
18 would be happy to rephrase.

19 Q. Does New York Life have a  
20 process when new business is originated  
21 to ensure that the customer was not  
22 unlawfully solicited?

23 MR. WIENER: Same  
24 objection. I think you just  
25 asked the same question.

1 C. Tebeau 45

2 You can go ahead and  
3 answer it.

4 A. Yes, I think it is sort of a  
5 two-part answer. In terms of unlawfully  
6 solicited, kind of looping back to my  
7 licensing, there are controls to ensure  
8 that business that comes in, person lives  
9 in a certain state, works another state,  
10 the agent is appropriately licensed for  
11 that. There isn't a specific step that  
12 would look at the application or other  
13 documentation and somehow confirm that  
14 the person wasn't called in a way outside  
15 of the law.

16 Q. Okay.

17 MR. PARONICH: Next  
18 exhibit.

19 (Whereupon, a Contract was  
20 received and marked as Plaintiff's  
21 Exhibit 2 for identification as of this  
22 date, by the reporter.)

23 MR. PARONICH: I will  
24 actually ask this question for  
25 each of the three remaining

1 C. Tebeau 46

2 documents. Can we stipulate to  
3 their authenticity? I just  
4 don't want to have to go  
5 through the authentication  
6 steps.

7 MR. WIENER: We are  
8 agreed.

9 MR. PARONICH: Thank  
10 you.

11 Q. Mr. Tebeau, it is a document  
12 that New York Life produced in connection  
13 with this litigation. It has been marked  
14 as Exhibit 2. Do you recognize it?

15 A. I do.

16 Q. Mr. Tebeau, I am not going to  
17 ask you specific questions about this  
18 document, because it is a contract and it  
19 speaks for itself. What I will ask you,  
20 please take as much time as you need to  
21 review it, my question is: Would every  
22 PTAS and TAS agent need to sign this  
23 contract?

24 A. Yes, they would.

25 Q. Would every agent of any

1 C. Tebeau 47  
2 level coming into work with New York Life  
3 need to sign this contract?

4 A. Not necessarily the  
5 introductory contract. Anybody new to  
6 the business they would need to sign a  
7 contract.

8 Q. So thank you for that. I  
9 appreciate that. It is a perfect segue  
10 to my next question.

11 What is the significance of the,  
12 you know, introductory contract as  
13 opposed to others?

14 A. Yeah, this kind of goes back  
15 to what we spoke about with TAS training  
16 allowance, so a PTAS then a TAS agent  
17 they are entitled to training allowance  
18 over a three-year period. So that, yeah,  
19 that is the only significant difference  
20 between the contracts. The agent's  
21 responsibilities are the same. It is  
22 just the entitlements are a little  
23 different.

24 Q. The introductory contract is  
25 that only for PTAS employees or would

1 C. Tebeau 48  
2 sometimes TAS employees sign those as  
3 well?

4 MR. WIENER: Objection  
5 to the form.

6 You could answer.

7 A. You don't go directly to TAS,  
8 so you have to start with PTAS.

9 Q. Understood. That is it for  
10 that document. Thank you.

11 Mr. Tebeau, earlier we talked  
12 about the steps New York Life has in  
13 place to ensure telemarketing law  
14 compliance and specifically we talked  
15 about the Gryphon system.

16 A. Um-hum.

17 Q. My question for you is: Are  
18 you aware of any instances where New York  
19 Life has terminated a relationship with  
20 an agent because of their failure to  
21 comply with the process New York Life has  
22 in place for ensuring telemarketing  
23 compliance?

24 MR. WIENER: Objection  
25 to both, the form and as being



1 C. Tebeau 49  
2 outside of the scope. I don't  
3 believe that there is anything  
4 in here that asks about any  
5 steps New York Life had taken  
6 with respect to specific  
7 employees. Perhaps you can  
8 link that.

9 MR. PARONICH: It  
10 doesn't, but I think it  
11 certainly falls in the scope of  
12 efforts to ensure TCPA  
13 compliance because if they are  
14 aware, and my questions may not  
15 get there, but I think if there  
16 is a scenario where New York  
17 Life was specifically aware of  
18 multiple employees flagrantly  
19 violating the Gryphon system  
20 that they have in place I think  
21 that could relate to ensure  
22 TCPA compliance.

23 MR. WIENER: I am not  
24 instructing the witness not to  
25 answer, but I am -- let's see

1 C. Tebeau 50

2 where it goes because I do have  
3 some concerns about employee  
4 confidentiality issues. I  
5 don't know that you are going  
6 there.

7 MR. PARONICH: Do you  
8 want to call balls and strikes  
9 on the questions then?

10 MR. WIENER: Yeah,  
11 okay.

12 MR. PARONICH: Fair  
13 enough.

14 Q. I would be kind of happy to  
15 repeat or rephrase.

16 A. If you don't mind.

17 Q. My question is: Are you  
18 aware of any instance where New York Life  
19 has terminated its relationship with  
20 agents who are engaging in telemarketing  
21 outside of the New York Life standards?

22 MR. WIENER: Objection  
23 to the form.

24 You can go ahead and  
25 answer.

1 C. Tebeau 51

2 A. I am not specifically aware  
3 of agents having been terminated  
4 specifically for that issue, you know, I  
5 am aware -- I couldn't name names, but I  
6 am aware of situations where agents had  
7 been disciplined.

8 Q. Sure, I am not going to ask  
9 you to name names.

10 Could you give me an example of  
11 one of those discipline issues you are  
12 talking about?

13 A. Yeah, the one I can think  
14 of -- again I don't know names. An issue  
15 came up with an agent having contacted  
16 someone on a do not call list and the  
17 agent was, you know, either reprimanded  
18 or severely reprimanded, may have been  
19 fined. I couldn't tell you with  
20 certainty, but, yes, disciplined in  
21 response to that violation.

22 Q. Understood. Thank you.

23 So that circumstance the call  
24 would have been placed outside of the  
25 Gryphon system; is that correct?

1 C. Tebeau 52

2 A. It would have had to have  
3 been, yes.

4 Q. So that is all I have for  
5 that. Thank you.

6 Are PTAS or TAS agents allowed to  
7 hire third-party vendors?

8 A. They are not.

9 Q. Is there a process for a PTAS  
10 agent to approach a superior to say "I  
11 have an idea for a third-party vendor,  
12 can New York Life authorize it"?

13 A. I am not sure so much a  
14 process, but I would like to believe that  
15 relationships in offices are such that  
16 that type of open dialogue should happen  
17 both between an agent and a recruiter  
18 and/or with other employees in that  
19 general office.

20 Q. Fair point. I understood. I  
21 might have asked a confusing question. I  
22 want to make sure we are on the same  
23 page.

24 The PTAS or TAS agent does not  
25 have the authority to go in, to simply

1 C. Tebeau 53

2 choose a vendor of their own and hire  
3 them?

4 A. Oh, no, no, sorry.

5 Q. I think you did answer my  
6 question. I just wanted to make sure we  
7 were on the same page.

8 A. Okay.

9 MR. PARONICH: Exhibit  
10 3 is next. It is the Agent  
11 Registered Representative's  
12 Handbook.

13 (Whereupon, a Handbook was  
14 received and marked as Plaintiff's  
15 Exhibit 3 for identification as of this  
16 date, by the reporter.)

17 MR. WIENER: We  
18 stipulate to the authenticity  
19 that it is certain pages of the  
20 Agent's Handbook that we have  
21 produced in December, right?

22 MR. PARONICH: Understood. I  
23 am certainly not suggesting that we  
24 asked for or want the other pages.

25 Q. Mr. Tebeau, do you recognize

1 C. Tebeau

54

2 this document?

3 A. I do.

4 Q. Could you explain to me in  
5 our own words what it is?

6 A. The handbook is basically an  
7 accumulation of rules, requirements,  
8 directions provided to agents as a go to  
9 for them if they want to look at how to  
10 document or go online as opposed to  
11 talking to a manager in their office. It  
12 is basically a go to for the rights and  
13 wrongs of their job.

14 Q. When are these given to  
15 agents?

16 A. Agents have access to them  
17 immediately upon hire. During the hiring  
18 process they get access to it.

19 Q. Even before they start NYLIC  
20 they have access to this document?

21 A. Yes, it is actually part of  
22 their contract. They sign off  
23 acknowledging that they have gotten  
24 access to it.

25 Q. This document, this handbook,

1 C. Tebeau 55  
2 excuse me, it does layout New York Life's  
3 telemarketing compliance protocols?

4 A. It does.

5 MR. WIENER: Objection  
6 to the form.

7 Q. Mr. Tebeau, on the second  
8 page in this packet, it is page one on  
9 two of the handbook, there is a section  
10 entitled "Sanctions for Non-Compliance",  
11 do you see that?

12 A. I do.

13 Q. Earlier when you were  
14 mentioning an issue with respect to an  
15 agent violating the telemarketing policy,  
16 is the sanction that was issued in  
17 compliance within this section?

18 MR. WIENER: Objection  
19 to the form. Mr. Paronich,  
20 section three, as you will  
21 note, appears above the section  
22 relating to telemarketing and  
23 refers to the section before  
24 the telemarketing section. It  
25 is part and parcel of a

1 C. Tebeau 56

2 separate provision of the  
3 handbook.

4 MR. PARONICH: Understood.  
5 So is that an objection or the  
6 answer is just no?

7 MR. WIENER: It is an  
8 objection to your question. I  
9 am just pointing out the  
10 clarification that you are  
11 referring to a sanction for  
12 non-compliance but it is not  
13 non-compliance necessarily in  
14 relation to the telemarketing  
15 rules. My objection to the  
16 form is I believe that you are  
17 assuming facts not in evidence  
18 in that you are assuming that  
19 non-compliance relating to  
20 non-compliance of telemarketing  
21 rules when the provision here  
22 relates to a different  
23 provision in the handbook.

24 MR. PARONICH: Okay.

25 MR. WIENER: Can you



1 C. Tebeau 57

2 answer the question?

3 A. This section, again, applies  
4 to a different function entirely.

5 Q. Okay.

6 A. So the penalties and fines  
7 here relate to a completely different  
8 process.

9 Q. Understood. Fair enough.

10 Is there in the agent handbook or  
11 otherwise a policy at New York Life for  
12 sanctions for violating the telemarketing  
13 guidelines of New York Life?

14 A. It doesn't appear that it  
15 specifically lays out penalties that  
16 would apply to an agent.

17 Q. Outside of the handbook are  
18 you aware of any policy at New York Life  
19 that would cover the same?

20 A. I am not aware of a written  
21 policy. You know, we do have what we  
22 call our disciplinary action process, you  
23 know, violations that are not repeated  
24 that may happen once in a long while are  
25 basically handled on a an ad hoc basis.

1 C. Tebeau 58  
2 Employees within agency standards would  
3 discuss and assess the level of  
4 discipline that maybe appropriate in  
5 response to a violation that is not  
6 specifically outlined in the handbook.

7 Q. Understood.

8 MR. PARONICH: We have  
9 been going for a little while  
10 we can take a break.

11 MR. WIENER: Okay.

12 (A short recess was taken.)

13 MR. PARONICH: The next  
14 exhibit, please.

15 (Whereupon, a Field News was  
16 received and marked as Plaintiff's  
17 Exhibit 4 for identification as of this  
18 date, by the reporter.)

19 Q. So, Mr. Tebeau, you have been  
20 handed a document that New York Life  
21 produced in this case that has been  
22 marked as Exhibit 4. That is your name  
23 on the from line; is that correct?

24 A. Yes, it is.

25 Q. Could you explain to me what

1 C. Tebeau 59

2 this document is?

3 A. It is, as I said, a Field  
4 News, basically it is published, in this  
5 case, to all agents and field managers,  
6 and Field News is basically designed to  
7 make the field aware of a topic, an  
8 issue, that they need to be aware. In  
9 this case an issue that had come up in  
10 the industry on do not call that we  
11 wanted to raise their awareness of their  
12 obligation and responsibilities to  
13 comply.

14 MR. PARONICH: Off the  
15 record.

16 (A discussion was held off the  
17 record.)

18 Q. So it says, "To: Agents and  
19 field management". That would include  
20 PTAS and TAS agents?

21 A. Yes.

22 Q. And others of course,  
23 right?

24 A. Yeah.

25 Q. So Mr. Hariri would have been

1 C. Tebeau 60

2 a recipient of this communication?

3 MR. WIENER: Objection  
4 to the form of the question.

5 A. Well, I think when this was  
6 published he wasn't yet here, so I think  
7 this proceeds his starting with the  
8 company.

9 Q. Very fair response.

10 Mr. Hariri's position at the  
11 company would have -- is a recipient of  
12 such communications from New York Life;  
13 is that correct?

14 A. Yes, yes, that is fair,  
15 yes.

16 MR. PARONICH: Onto our  
17 last exhibit which is the Do  
18 Nots. We will mark this as  
19 Exhibit 5, please.

20 (Whereupon, a Do Nots Policy was  
21 received and marked as Plaintiff's  
22 Exhibit 5 for identification as of this  
23 date, by the reporter.)

24 Q. So, Mr. Tebeau, is this a  
25 document that you are also familiar with

1 C. Tebeau 61

2 from your work in the agency standards  
3 department?

4 A. Yes, it is.

5 Q. Could you explain to me what  
6 it is?

7 A. It is a document that was  
8 created last year in 2016 basically in  
9 response to, you know, awareness that  
10 there was a potential gap for brand new  
11 people coming on board regarding the do  
12 nots. And this basically gave anyone  
13 before they sign a contract exposure to  
14 all of the do nots.

15 Q. Is this an example of a  
16 business practice that New York Life  
17 changed following the filing of this  
18 lawsuit?

19 A. It is, yes.

20 Q. How is it administered?

21 A. There is, you know, I will  
22 try to make it as straightforward as  
23 possible. In the contracting process  
24 there is a list of documents that are  
25 required in order for someone to be, you

1 C. Tebeau 62

2 know, to go live in a system. So this is  
3 one of those documents that needs to be  
4 received in order for that switch to be  
5 flipped. The document itself is  
6 available to general offices on agency  
7 portal. They would simply go online,  
8 print it off, the agent would review it,  
9 have an opportunity to ask questions  
10 locally, but basically check the boxes,  
11 confirming that they understand each of  
12 these rules and the document would then  
13 be scanned, uploaded into their  
14 electronic contract file.

15 Q. Is it fair to say then before  
16 a new employee could do anything on  
17 behalf of New York Life they would need  
18 to fill out this document?

19 A. That is correct.

20 Q. I don't mean to be obtrusive  
21 about that, but I think you mentioned  
22 that this even proceeds the signing of  
23 the contract; is that right?

24 A. Their contract, their  
25 contract can't be activated. It could be

1 C. Tebeau 63

2 that they signed it, they are not  
3 approved to act on behalf as an agent  
4 until it is on file.

5 Q. Which would include logging  
6 into any New York Life system or portal;  
7 is that correct?

8 A. Correct, correct.

9 Q. Thank you. So we are all set  
10 with that.

11 Are you aware of a company called  
12 Live Transfers?

13 A. Only in the context of this  
14 case.

15 Q. Fair enough. I will try to  
16 keep my questions to the context of this  
17 case.

18 Has New York Life itself ever  
19 engaged Live Transfers in a business  
20 relationship?

21 A. Not to my knowledge, no.

22 Q. Are you aware if New York  
23 Life ever approved Mr. Hariri to engage  
24 Live Transfers in a business  
25 relationship?

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2 A. Did not.

3 Q. I asked my question poorly.  
4 I will rephrase it.

5 A. Okay.

6 Q. Are you aware if New York  
7 Life ever approved Mr. Hariri engaging  
8 Live Transfers?

9 MR. KLATELL: Do you  
10 mean home office employees?

11 MR. PARONICH: Yes.

12 A. Right, the corporate we. We  
13 have never approved for him or anyone  
14 else that type of relationship.

15 Q. Understood.

16 Are you aware of any other New  
17 York Life agents that have entered into  
18 an agreement with Live Transfers other  
19 than Mr. Hariri?

20 A. No, no.

21 Q. Sir, one of the last topics  
22 today, Mr. Tebeau, as it relates to New  
23 York Life compliance efforts. I would  
24 like to talk about the process for any of  
25 New York Life's handling any



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2 telemarketing related complaints that  
3 came into the office.

4 A. Okay.

5 Q. If an individual contacts New  
6 York Life and said, "I received a  
7 solicitation call and I was on the do not  
8 call list", is there a specific  
9 department or individual that handles  
10 that compliance?

11 MR. WIENER: Objection  
12 to the form of the question.

13 A. Yeah, there are procedures  
14 that cover any complaints coming into the  
15 company. Yes, they are well documented.  
16 There is a corporate compliance  
17 department has a specific division that  
18 deals with complaints.

19 Q. Understood. So thank you,  
20 that is the heart of what I was trying to  
21 get at.

22 A. Okay.

23 Q. This corporate compliance  
24 complaint department is there a division  
25 that just relates to telemarketing?

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2 A. No, they deal with all  
3 customer complaints.

4 Q. A part of their job  
5 responsibilities would also include any  
6 complaint relating to telemarketing?

7 A. Any complaint that comes in  
8 they would be the starting point.

9 Q. Prior to the filing of this  
10 lawsuit are you aware of New York Life  
11 receiving complaints in that department  
12 relating to Mr. Hariri telemarketing with  
13 Live Transfers?

14 A. No.

15 Q. So we just covered the do not  
16 policy acknowledgement and that was  
17 enacted as a result of this lawsuit.

18 My question is: Are there any  
19 other similar procedures that have been  
20 enacted as a result of this lawsuit?

21 A. Yes, there are a couple of  
22 other efforts that I think make sense in  
23 this context. I think the last exhibit  
24 that you may have a series of blast  
25 e-mails that go out to the field, that go

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2 out in my name, those have gone out the  
3 last three quarters and are planned  
4 quarterly going forward. That is again  
5 to put the rules and requirements in  
6 every agents and managers face reminding  
7 of what the rules are and also providing  
8 links back to Field News that we talked  
9 about and back to the handbook that we  
10 also discussed.

11 MR. WIENER: Just a  
12 point of clarification, these  
13 were a part of the supplemental  
14 production that I made to  
15 you.

16 MR. PARONICH: I know  
17 exactly what he is talking  
18 about.

19 Q. Just to be clear, because I  
20 have seen one of the exhibits we looked  
21 at earlier was a memo with your name on  
22 it that was a reminder on do not call  
23 regulations. That was from before this  
24 lawsuit. Is that what you are talking  
25 about e-mail blasts that occurs more

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2 frequently as a result of the filing of  
3 this?

4 A. They refer back to that Field  
5 News, but, yes, they are current. Any  
6 agent would receive them.

7 Q. Is it fair to say that, I  
8 think these are, in fact, were your  
9 words, the idea with that effort it is to  
10 put the rules and regulations in the  
11 agent's face and remind them of it?

12 A. Yes, yes, that is correct.

13 MR. PARONICH: Mr. Tebeau, I  
14 do not have any further questions at  
15 this time. I thank you for your  
16 presence here.

17 MR. WIENER: I have a  
18 few follow-up. Let's just take  
19 two minutes.

20 (A short recess was taken.)

21 EXAMINATION CONDUCTED BY

22 MR. WIENER:

23 Q. Mr. Tebeau, I would like to  
24 refer you back to the document that has  
25 been marked for identification as

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2 Plaintiff's Exhibit 5. It is the do not  
3 checklist. Do you have that in front of  
4 you?

5 A. I do.

6 Q. Mr. Tebeau, to whom has this  
7 document been sent?

8 A. Okay. It is basically a two  
9 part process. In -- one of the responses  
10 to this lawsuit was an effort to get this  
11 information in front of everyone, so  
12 every agent and manager in place at the  
13 time is required to review and sign off  
14 on this and then every agent and manager  
15 hired going forward. So I should have  
16 been clearer on that. It is not everyone  
17 just going forward, it is everyone who  
18 has been an agent as well.

19 Q. Mr. Tebeau, are there  
20 individuals who have -- there are  
21 individuals who have completed, signed  
22 and returned this; is that correct?

23 A. That's correct.

24 Q. Are there individuals who  
25 have not?

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2 A. Yes.

3 Q. Is there a consequence for  
4 not signing and returning this  
5 document?

6 A. There is. People who have  
7 not signed and returned the document have  
8 been suspended and that is basically, you  
9 know, the process. Well, there wouldn't  
10 need to be a process going forward.  
11 Anyone who doesn't complete it who was on  
12 the rolls has been suspended and will not  
13 be brought back, if ever, until they  
14 completed it.

15 Q. What does it mean to be  
16 suspended?

17 A. They are not allowed to do  
18 business. Their application, if they  
19 solicited applications, will not be  
20 accepted. They will not be paid.  
21 Basically they will earn nothing from New  
22 York Life until it has been completed.

23 Q. And a condition of ongoing  
24 employment with New York Life and able to  
25 write business, earn income from New York

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2 Life, is contingent upon each employee  
3 current and going forward signing, dating  
4 and returning the do not checklist that  
5 relates to telemarketing?

6 A. That's correct.

7 Q. Thank you.

8 Mr. Tebeau, you were asked a  
9 question in connection with item four on  
10 the Deposition Notice that has been  
11 marked for identification as Plaintiff's  
12 Exhibit 1. Remedial steps, we talked  
13 about the do not checklist remedial steps  
14 being the quarterly e-mails, are there  
15 any other remedial steps that New York  
16 Life has taken following the lawsuit that  
17 is the subject of today's deposition?

18 A. Yes, there is one other  
19 remedial step it is in progress. That is  
20 enhancing the section in the agent  
21 registered rep handbook, basically it is  
22 to be more expansive, to get into more  
23 detail, take the learning experience from  
24 this process and make it even less  
25 possible for someone not to understand

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2 what the rules are.

3 MR. WIENER: I have  
4 nothing further for the  
5 witness.

6 MR. PARONICH: I have  
7 no redirect. Thank you.

8 MR. WIENER: I do not  
9 waive reading and signing.  
10 Thank you.

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15 (Whereupon, the Jurat is  
16 continued on following page.)

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(Whereupon, the proceedings were  
concluded at 11:13 a.m.)

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CHRISTOPHER TEBEAU

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017.

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3 I N D E X

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5 EXAMINATION BY

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7 MR. PARONICH

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8 MR. WIENER

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11

12 INSERTIONS

13 Page

Line

14

15 ( NONE )

16

17

18 RULINGS

19 Page

Line

20

21 ( NONE )

22

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CHRISTOPHER TEBEAU

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3	Handbook	53	13
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## CERTIFICATION

I, SONYA OWEN, hereby certify that the within was held before me on the 6th day of January, 2017. That the testimony was taken stenographically by myself. That the within transcript is a true and accurate record. That I am not connected by blood or marriage with any of the parties. I am not interested directly or indirectly in the matter in controversy.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of January, 2017.

A circular seal with a yellow and orange sunburst border. The text "NDTCA" is at the top, "Signed Electronic Transcript" is around the bottom, and "7" is in the center.

SONYA OWEN

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ERRATA SHEET

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CORRECTION

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CHRISTOPHER TEBEAU

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22 Subscribed and sworn to before me this

23 \_\_\_\_ day of \_\_\_\_, 2017.

24

25

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